

and condemnation of 10 cubes of butter, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by the Mutual Creamery Co., from Butte, Mont., June 15, 1925, and transported from the State of Montana into the State of California, and charging adulteration in violation of the food and drugs act.

Adulteration of the article was alleged in the libel for the reason that a substance deficient in milk fat had been substituted in part for the said article, and for the further reason that a valuable constituent, namely, milk fat, had been in part abstracted therefrom.

On July 7, 1925, the Mutual Creamery Co., San Francisco, Calif., having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$285, conditioned in part that it be made to conform with the law under the direction of and to the satisfaction of this department.

W. M. JARDINE, *Secretary of Agriculture.*

14517. Misbranding of butter. U. S. v. 6 Cases of Butter. Consent decree of condemnation and forfeiture. Product released under bond.
(F. & D. No. 20119. I. S. No. 20473-v. S. No. W-1720.)

On June 1, 1925, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 6 cases of butter, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by the Wildflower Creamery, from Carson City, Nev., May 25, 1925, and transported from the State of Nevada into the State of California, and charging misbranding in violation of the food and drugs act as amended. The article was labeled in part: (Wrapper) "Wildflower Creamery Butter Carson City, Nevada Net Weight 2 Pounds."

It was alleged in substance in the libel that the article was misbranded under section 8 of said act, general paragraph and paragraphs 2 and 3 under food, in that it was labeled "Net Weight 2 Pounds," whereas the prints contained a smaller quantity.

On June 9, 1925, R. Langner, trading as the Wildflower Creamery, Carson City, Nev., having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a bond in the sum of \$300, conditioned in part that it not be sold or otherwise disposed of contrary to law.

W. M. JARDINE, *Secretary of Agriculture.*

14518. Misbranding of butter. U. S. v. 12 Cases of Butter. Consent decree of condemnation and forfeiture. Product released under bond.
(F. & D. No. 20090. I. S. No. 20471-v. S. No. W-1713.)

On May 13, 1925, the United States attorney for the Northern District of California, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 12 cases of butter, remaining in the original unbroken packages at San Francisco, Calif., alleging that the article had been shipped by the Mason Products Co., from Elko, Nev., May 6, 1925, and transported from the State of Nevada into the State of California, and charging misbranding in violation of the food and drugs act as amended. The said butter consisted of prints enclosed in wrappers labeled in part: "Pasteurized Elvada Butter Manufactured by Mason Products Company Elko, Nevada Net Weight Two Pounds."

It was alleged in substance in the libel that the article was misbranded under section 8 of said act, general paragraph and paragraphs 2 and 3 under food, in that it was labeled "Net Weight Two Pounds," whereas the prints contained a smaller quantity.

On May 23, 1925, W. D. Mason, trading as the Mason Products Co., Sausalito, Calif., having appeared as claimant for the property and having consented to the entry of a decree, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be released to the said claimant upon payment of the costs of the proceedings and the execution of a